

COMPOSITE EXHIBIT “A”

Payment Change					
Effective Date	4/1/2021	12/1/2022	10/1/2023		
Amount	\$3,659.98	\$3,734.18	\$3,608.63		

	04/07/21
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To Be Paid By Debtor			
AGREED ORDER ARREARS			
Payments			
From	To	Payment Amount	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Payments in Arrears			\$0.00
Fees/Costs			
	Atty Fees/Costs		
	Property Inspections		
	Late Charges		
	NSF		
	Western Union Fees		
	Appraisal		
	Other		
Total Fees/Costs			\$0.00
Less Suspense Balance			
AGREED ORDER TOTAL			\$0.00

To Be Paid By Trustee			
AGREED ORDER ARREARS			
Payments			
From	To	Payment Amount	Total
			\$0.00
			\$0.00
			\$0.00
Total Payments in Arrears			\$0.00
Fees/Costs			
	Atty Fees/Costs		
	Property Inspections		
	Late Charges		
	NSF		
	Western Union Fees		
	Appraisal		
	Other		
Total Fees/Costs			\$0.00
Less Suspense Balance			
AGREED ORDER TOTAL			\$0.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrenita Haddad

Debtor

CHAPTER 13

U.S. Bank Trust National Association, not in its
individual capacity but solely as Owner Trustee for
VRMTG Asset Trust

Movant

NO. 20-12890 ELF

vs.

Andrenita Haddad

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The Order granting relief from automatic stay, entered by this court on January 12, 2021, regarding the Property located at 128 Knights Bridge Drive, Yardley, PA, 19067 is hereby Vacated and the Stay is reinstated.
2. As of April 5, 2021, the post-petition due date for Movant's loan on the above-mentioned Property is April 1, 2021.
3. Beginning with the payment due April 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall

enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

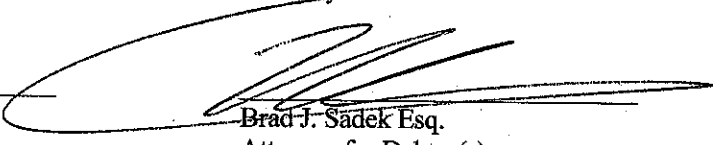
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 5, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 4/6/21


Brad J. Sadek Esq.
Attorney for Debtor(s)

Approved by the Court this _____ day of _____, 2021. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Eric L. Frank

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrenita Haddad

Debtor

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7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 5, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 4/6/21


Brad J. Sadek Esq.
Attorney for Debtor(s)

ORDER

Approved by the Court this 14th day of April, 2021. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Eric L. Frank

EXHIBIT “B”



James Robertson, Esquire Everett Anschutz, David J. Schneid, Esquire John Crane, Esquire
Esquire

Member of Texas Bar Member of Texas Bar Member of Florida Bar Member of Texas Bar

October 23, 2023

VIA EMAILbrad@sadeklaw.com **AND REGULAR MAIL**

BRAD J. SADEK

Sadek and Cooper
1500 JFK Boulevard
Ste 220
Philadelphia, PA 19102

VIA REGULAR MAIL

Andrenita Haddad

128 Knights Bridge Drive
Yardley, PA 19067

RE: Debtor(s): Andrenita Haddad
Case No. 20-12890-elf
Notice of Default for Andrenita Haddad

Dear Sir/Madam,

As you may recall, this firm represents U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust, a secured creditor with respect to the property located at 128 Knights Bridge Drive, Yardley, PA 19067. Please consider this letter as a Notice of Default under the terms of the Stipulation with respect to the Motion for Relief. (DE 43) (“Stipulation”).

According to our client’s records, the Debtor has not made the following mortgage payment pursuant to the Stipulation. In accordance with the Stipulation, U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust, hereby provides notice demanding the default be cured within fifteen (15) days of the date of this notice.

Pursuant to the terms of the Stipulation, **this default needs to be cured within fifteen (15) days of the date of this Notice.**

Monthly Payments Past Due 07/01/2023-9/01/2023 @ \$3,734.18 each	\$11,202.54
Monthly Payments Past Due 10/01/2023 @ \$3,608.63 each	\$3,608.63
Suspense Balance	\$0.00
Total Amount Due to Cure Default:	\$14,811.17

The address where payments should be sent is:

**Selene Finance LP
3501 Olympus Boulevard
Dallas, Texas 75019**

Please note, failure to cure this default within fifteen (15) days from the date of this notice will result in U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust filing an order terminating the automatic stay. **Please notify me once the payment has been sent, and provide me with proof of the payment.**

If you have any questions or wish to discuss this matter in more detail, please contact at me at mimcgowan@raslg.com. Thank you.

Sincerely,

/s/ Michelle L. McGowan